

EXHIBIT 2

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

LEAGUE OF UNITED LATIN
AMERICAN CITIZENS, *et al.*, §
§
Plaintiffs, §
§
EDDIE BERNICE JOHNSON, *et al.*, §
§
Plaintiff-Intervenors, §
§
v. §
§
GREG ABBOTT, *in his official capacity as*
Governor of the State of Texas, et al., §
§
Defendants. §

EP-21-CV-00259-DCG-JES-JVB
[Lead Case]

UNITED STATES OF AMERICA, §
§
Plaintiff, §
§
v. §
Case No. 3:21-CV-00299-DCG-JES-JVB
[Consolidated Case]
§
STATE OF TEXAS, *et al.* §
§
Defendants. §

DECLARATION OF THOMAS BRYAN

I, Thomas Bryan, declare as follows:

1. I am an expert in demography with over 30 years of experience, and I have 20 years of experience working in the area of reapportionment and redistricting.
2. In March 2021, I was retained by the law firm Butler Snow LLP to provide advice and consultation to the firm as a consultant so that it could advise its clients—the Chairman and his staff of the House Redistricting Committee of the Texas House of Representatives and the General Counsel to the Texas House of Representatives—in state legislative, board of education

and congressional reapportionment and redistricting matters in the State of Texas. I acted only as directed by Butler Snow and pursuant to the scope of our engagement. A true and correct copy of the engagement letter I signed with Butler Snow is attached hereto as Exhibit A.

3. Given that, in my experience, litigation nearly always closely follows any redistricting process, I understood at the time I was retained, and at all times since, that I was retained by Butler Snow in anticipation of litigation. My engagement letter with Butler Snow reflects this mutual understanding.

4. I employed Eric Wienckowski to assist me in my role as a consultant for Butler Snow, and Mr. Wienckowski acted only at my direction to assist in provision of consulting services to the firm. Mr. Wienckowski has no documents in his possession that I do not have in my possession.

5. All documents Mr. Wienckowski and I created in the course and scope of our engagement with Butler Snow were provided only to Butler Snow pursuant to my consulting expert agreement with the firm or, on rare occasions, to the Chairman's staff under Butler Snow's direct supervision.

6. I had no communications with any Butler Snow clients except as directed by Butler Snow. Even then, such communications were at the direction of Butler Snow and/or in the presence of Butler Snow attorneys as part of its provision of legal services. My only interactions with the firm's clients were during introductory meetings with the Chairman and his staff, and these meetings were under the direction and supervision of Butler Snow, as well as later meetings with Adam Foltz, again at the direction of Butler Snow.

7. I declare under penalty of perjury and subject to the provisions of 28 U.S.C. § 1746 that the foregoing is true and correct.

Dated: June 29, 2022



Thomas Bryan

EXHIBIT 2A

BUTLER | SNOW

April 8, 2021

VIA E-MAIL

Mr. Thomas M. Bryan
3132 Briarmoor Lane
Midlothian, VA 23113
tom@bryangeodemo.com

Re: Consulting Expert Services

Dear Tom:

Our law firm wishes to engage you as a consulting expert to assist with state legislative, board of education and congressional reapportionment and redistricting in the State of Texas. This letter amends the terms of our agreement dated March 22 ,2021 with you for these services.

1. Scope of Services: We represent the Chairman and his staff of the House Redistricting Committee of the Texas House of Representatives. We are retaining you as a consulting expert to provide advice and consultation to our firm and our client as needed in state legislative, board of education and congressional reapportionment and redistricting matters in the State of Texas, including but not limited to: (1) analysis , interpretation and application of Census data and advise on all data related issues; (2) preparation of benchmark plan and modeling to determine areas of state where most likely change to occur; (3) data set development for preparing redistricting plans; (4) preparation of draft plans; (5) analysis of draft plans submitted by others; (6) analysis of compliance with traditional redistricting criteria; (7) analysis of the traditional redistricting criterion of compactness, run compactness scores and advise on same; (7) any other demographic related issue(s) as directed by us. The nature and history of redrawing political boundaries at the statewide level is such that litigation may result in the process and thus we are retaining you in anticipation of litigation.

2. Term: The term of our agreement runs from March 22, 2021 until completion of the Scope of Services. Our firm will determine when the Scope of Services is completed. . Either of us has the right to terminate this agreement for any reason at any time.

3. Payment: We will pay you at an hourly rate of [REDACTED] per hour for your consultation services plus necessary and reasonable expenses. You will submit a monthly, itemized statement by the tenth business day of each month following the month of services rendered. We will submit your statement along with ours on a monthly basis and we will pay you after we have received payment in full from the State of Texas for that month.

4. Confidentiality: This is a confidential consulting engagement and you will not disclose at any time during or after the period of your consultation, communications or other

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BUTLER SNOW LLP

Mr. Thomas M. Bryan
April 8, 2021
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non-public information provided to you in connection with your engagement to any person or entity unless authorized by us or ordered by a court. Upon completion of your work, we ask that you deliver to us all such non-public documents and other materials. These confidentiality obligations will continue subsequent to termination of your engagement.

5. Independent Contractor and Taxes. The parties expressly understand and agree that you are providing services to our firm under this agreement as an independent contractor. As such, you will not be an employee of our firm and shall not be entitled to any employee benefits the firm provides or may provide to its employees, including but not limited to health insurance, life insurance, sick leave, retirement plans, and/or paid time off such as vacation and holiday pay. We will make no tax withholdings or deductions from any of the payments due to you under this agreement and you shall be solely responsible for the reporting, deposit, and payment of any and all federal, state, and local taxes, including but not limited to income taxes, FICA taxes, and unemployment taxes incidental to the performance of, or payment under this agreement. We will furnish you annually with a copy of IRS form 1099 (statement for recipients of miscellaneous income), the original of which we will send to the IRS as required by law.

6. Dispute Resolution. In the event there is any dispute arising under this agreement the parties agree to submit such dispute to final and binding arbitration with the American Arbitration Association.

7. Notices. All notices, requests, consents, claims, demands, waivers and other communications shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses set forth on the signature page of this agreement (or to such other address that may be designated by a party from time to time in accordance with this section).

8. Governing Law. This agreement shall be interpreted and construed according to the laws of the State of Texas.

9. Amendments. No amendments or variations of the terms and conditions of this agreement shall be valid unless the same are in writing and signed by all of the parties.

We will appreciate your signing this agreement below indicating your acceptance of the terms set forth herein. We look forward to working together with you.

Very truly yours,

BUTLER SNOW LLP


Tommie S. Cardin

Mr. Thomas M. Bryan

April 8, 2021

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AGREED AND ACCEPTED:



Thomas M. Bryan